



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

JAN 15 2019

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

OFFICE OF  
ENFORCEMENT AND  
COMPLIANCE ASSURANCE

Re: Request for Information from The Chemours Company

Sheryl A. Telford  
VP EHS & Corporate Responsibility  
The Chemours Company  
1007 Market Street  
Wilmington, DE 19899

By this letter, the U.S. Environmental Protection Agency ("EPA") requests information under Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927 to determine compliance by The Chemours Company ("you" or "Chemours") with the closure, post-closure, third party liability, and corrective action financial assurance requirements under RCRA. Additionally, pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9604, EPA is seeking information relating to Chemours' ability to meet its obligations arising under federal laws and pay for or perform cleanups. In doing so, this letter also seeks information relating to E.I. du Pont de Nemours and Company's ("DuPont") spin-off of Chemours. Chemours has asserted in its complaint against DuPont that Chemours may have been "insolvent at the time of the spin-off."<sup>1</sup>

This letter requires that you provide the information requested in Enclosure D to this letter, using the instructions and definitions included in Enclosures A, B, and C, respectively. The Enclosures specify the information you must submit. Your response to the information requested is due within forty-five (45) calendar days of receipt of this letter. Please do not hesitate to contact us if you would like EPA to consider an extension to respond to this information request. A request for additional time must be provided in writing within five (5) calendar days of receipt of this letter and must state a justification for the delay. If an extension is found to be necessary to complete the request, we would expect to receive as much responsive information as possible by the original deadline.

Please send your response to this information request in a searchable portable document format ("pdf") via e-mail to Erik Hanselman in the Office of Site Remediation Enforcement at [hanselman.erik@epa.gov](mailto:hanselman.erik@epa.gov). Please also mail two (2) copies of your response to:

Erik Hanselman  
Attorney-Advisor  
U.S. Environmental Protection Agency  
Office of Site Remediation Enforcement  
Mail Code 2273A  
1200 Pennsylvania Ave., N.W.  
Washington, DC 20460

<sup>1</sup> *The Chemours Co. v. DowDupont Inc., et al.*, C.A. No. 2019-0351-SG. ("Delaware Litigation").

Compliance with this information request is mandatory. Failure to comply fully with this information request, including failure to answer questions fully and truthfully and within the prescribed time frame, can result in an enforcement action and penalties under Section 3007 of RCRA and Section 104 of CERCLA. EPA will consider incomplete, ambiguous, or evasive responses as a failure to respond to this information Request.

You may, under 40 C.F.R. Part 2, Subpart B, assert a business confidentiality claim covering all or part of the information in the manner described in 40 C.F.R. § 2.203(b). We will disclose the information covered by a business confidentiality claim only to the extent and by means of the procedures at 40 C.F.R. Part 2. You must make any request for confidentiality when you submit the information since any information not so identified may be made available to the public without further notice. To request that the Agency treat your information as confidential, you must follow the procedures outlined in Enclosure C, including the requirement you support each claim for confidentiality.

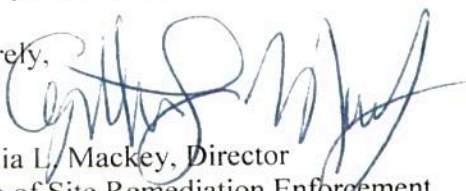
Chemours must submit all requested information under an authorized signature certifying that the information is true and complete to the best of the signatory's knowledge and belief (See Enclosure E). Should the signatory find, at any time after submitting the requested information, that any portion of the submitted information is false, misleading or incomplete, the signatory should notify Erik Hanselman ([hanselman.erik@epa.gov](mailto:hanselman.erik@epa.gov) or 202-564-4356). Knowingly providing false information, in response to this request, may be actionable under 18 U.S.C. §§ 1001 and 1341.

You should direct questions about this request for information to Erik Hanselman ([hanselman.erik@epa.gov](mailto:hanselman.erik@epa.gov) or 202-564-4356) in the Office of Site Remediation Enforcement.

Please be advised that EPA may disclose the information requested to one or more of its private contractors for the purpose of organizing and assistance in technical review, analysis, and evaluation. Pursuant to 40 C.F.R. § 2.305, EPA possesses the authority to disclose to any authorized representative of the United States information which might otherwise be entitled to confidential treatment. This letter serves as notice to Chemours, pursuant to 40 C.F.R. § 2.305, of this contemplated disclosure.

Thank you for your prompt attention to this matter.

Sincerely,



Cynthia L. Mackey, Director  
Office of Site Remediation Enforcement  
U.S. Environmental Protection Agency

Enclosures

cc: John Savarese, Counsel for Chemours  
Joel Gross, Counsel for Chemours  
Todd Coomes, Counsel for Chemours



### **Enclosure A: Instructions**

1. Provide Response Within 45 Days. Your response to the information requested is due within forty-five (45) calendar days of receipt of this letter, unless otherwise specified by EPA in this document.
2. Answer Every Question Completely. You are required to provide a separate answer to each question and subpart of a question set forth in this Information Request. Incomplete, evasive, or ambiguous answers shall constitute failure to respond to this Information Request and may subject you to penalties as discussed in the cover letter.
3. Number Each Answer. Number each answer with the corresponding number of the question.
4. Answer Questions in a Tabular Format. Use a separate row for each unit and/or facility that is responsive to each question. You may supplement your answers to the questions using a narrative format if necessary to provide a full, complete, and accurate response to each question
5. Provide the Best Information Available. You must provide responses to the best of your ability, even if the information sought was never reduced to writing or if the written documents are no longer available. If necessary, you should seek responsive information from current and former employees and/or agents. Submission of cursory responses when other responsive information is available will be considered non-compliance with this Information Request. If you cannot provide a precise answer to any question, please approximate and state the reason for your inability to be specific.
6. Unavailability of Information. If you are unable to answer a question in a detailed and complete manner, or if you are unable to provide any of the information or documentation requested, indicate the reason for your inability to do so. If you have reason to believe there is an individual who is not a current employee or agent who may be able to provide a response to any question, state that person's name, last known address, and telephone number. Also include the reasons for your belief. If a document is unavailable, please state the reason. In addition, please provide any identifying information you have, for example, author, date, and subject matter.
7. Submit Documents with Labels Keyed to the Question. For each document produced in response to this Information Request, indicate on the document (or in some other reasonable manner) the number of the question to which it responds. If anything is deleted from a document produced in response to this Information Request, state the reason for and the subject matter of the deletion.

8. Continuing Obligation to Provide and/or to Correct Information. If additional information or documents responsive to this Information Request become known or available to you after you respond to this Information Request, EPA hereby requests that you supplement your response to EPA. Failure to supplement your response within thirty (30) days of discovering such responsive information may subject you to an enforcement action. If at any time after the submission of this response, you discover or believe that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response. If any part of the response to this Information Request is found to be false, the signatory to the response and the company may be subject to criminal prosecution.
9. Complete the Enclosed Declaration. The information provided to EPA must be accompanied by a certification from Chemours, signed by a responsible corporate official, that the information being provided is true, accurate, and complete. (See Enclosure E)
10. Objections to Questions. While you may indicate that you object to certain questions in this Information Request, you must provide responsive information notwithstanding those objections. To object without providing responsive information may subject you to the penalties discussed in the cover letter.
11. Claims of Privilege. If you claim that an entire document responsive to this Information Request is a communication for which you assert that a privilege exists, identify the document and provide the basis for asserting the privilege. If you assert that a privilege exists for a portion of a document, provide the portion of the document for which you are not asserting a privilege; identify the portion of the document for which you are asserting the privilege; and provide the basis for the assertion. Please note that regardless of the assertion of any privilege, any facts contained in the document which are responsive to the Information Request must be disclosed in your response
12. Other Entities. If any question relates to activities undertaken by entities other than the recipient of this Information Request, and to the extent that you have information pertaining to such activities, provide such information for each entity.
13. Format of Documents. Please provide all documents in searchable pdf format to allow EPA to search for particular words or characters (i.e. optical character recognition). Please provide any spreadsheet information in electronic format compatible with MS Excel.



### **Enclosure B: Definitions**

1. All terms not defined herein shall have their ordinary meanings, unless such terms are defined in in RCRA, CERCLA, the Toxic Substances Control Act, the Clean Water Act, the Safe Drinking Water Act, or the Clean Air Act and their implementing regulations, in which case the statutory or regulatory definitions shall control.
2. The term “affiliate” shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, but which standard currently provides: “A party that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the enterprise.
3. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed outside its scope.
4. The term “Chemours” means The Chemours Company, including its immediate corporate family, all subsidiaries, all entities in which The Chemours Company or its subsidiary maintains a controlling interest, all entities in which The Chemours Company or its subsidiary is a principal owner, all entities over which The Chemours Company or its subsidiary has the ability to exercise significant influence (or control) over the operating or financial policies, and all entities with which The Chemours Company or its subsidiary has a substantial business relationship, as these terms are defined herein.
5. The term “communications” means any document(s) that are part of an exchange of knowledge or expressions of feeling between parties.
6. “Control” shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, but which standard currently provides: “The possession, direct or indirect, of the power to direct or cause the direction of management and policies of an enterprise through ownership, by contract, or otherwise.
7. “Cost Estimate” shall mean the detailed written estimate in current dollars provided for programs that EPA directly operates, and for programs where EPA has delegated authority to the State or approved a State’s program. These demonstrations shall include, but are not limited to: all cost estimate submissions, including but not limited to supporting detail and work papers, associated with closure, post-closure care, monitoring and maintenance, and

corrective action for hazardous waste treatment, storage, and disposal facilities pursuant to 40 C.F.R. §§ 264.101, 264.142, 264.144, 265.142, and 265.144; third-party liability amounts required under 40 C.F.R. §§ 264.147 and 265.147; municipal solid waste management facilities pursuant to 40 C.F.R. §§ 258.71, 258.72 and 258.73; industrial or commercial waste facilities; plugging and abandonment associated with underground injection control facilities pursuant to 40 C.F.R. § 144.62; underground storage tanks pursuant to 40 C.F.R. § 280.93; pursuant to 40 C.F.R. § 761.65; and as required under, or as part of an action under, the Comprehensive Environmental Response, Compensation, and Liability Act, including but not limited to operation and maintenance pursuant to 40 C.F.R. §§ 300.435.

8. "Delaware Litigation" shall mean *Chemours Co. v. DowDupont Inc., et al.*, C.A. No. 2019-0351-SG.
9. The terms "document" and "documents" mean any object that records, stores, presents, or transmits information. "Document" shall include, but not be limited to:
  - (a) writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including (by way of illustration and not by way of limitation) any of the following:
    - (1) invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order;
    - (2) letter, correspondence, fax, telegram, telex, postcard;
    - (3) record book, minutes, memorandum of meetings and telephone and other conversations, telephone messages, inter- or intra-office communications;
    - (4) agreement, contract, and the like;
    - (5) log book, diary, calendar, desk pad, journal, scrapbook;
    - (6) bulletin, circular, form, pamphlet, statement;
    - (7) report, notice, analysis, notebook;
    - (8) graph or chart; or
    - (9) copy of any document.
  - (b) microfilm or other film record, photograph, or sound recording on any type of device;
  - (c) any tape, disc, or other type of memory generally associated with computers and data processing, together with:
    1. the programming instructions and other written material necessary to use such disc, or disc pack, tape or other type of memory; and
    2. printouts of such disc, or disc pack, tape or other type of memory; and
  - (d) attachments to, or enclosures with, any document as well as any document referred to in any other document.
10. "Financial Assurance" shall mean demonstration of financial assurance, whether through the use of Insurance, Trust Fund, Letter of Credit, Surety Bond, Corporate Financial Test,



Corporate Guarantee, or any combination thereof, both for programs that EPA directly operates, and for programs where EPA has delegated authority to the State or approved a State's program. These demonstrations shall include, but are not limited to: all financial assurance submissions, including supporting detail and work papers, associated with liability, closure, post-closure and corrective action, operation and maintenance cost estimates for hazardous waste treatment, storage, and disposal facilities pursuant to 40 C.F.R. §§ 264.101, 264.142, 264.143, 264.144, 264.145, 264.147, 265.142, 265.143, 265.144, 265.145, and 265.147; for municipal solid waste management facilities pursuant to 40 C.F.R. §§ 258.71, 258.72 and 258.73; for industrial or commercial waste facilities; for plugging and abandonment associated with underground injection control facilities pursuant to 40 C.F.R. §§ 144.63, 144.28(d), and 144.52(a)(7); for petroleum underground storage tanks pursuant to 40 C.F.R. § 280.93; pursuant to 40 C.F.R. § 761.65; as required under, or as part of an action under, the Comprehensive Environmental Response, Compensation, and Liability Act; and all other financial assurance submissions made pursuant to federal or state law.

11. "Immediate Corporate Family" shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, but which standard currently provides: "Family members whom a principal owner or a member of management might control or influence or by whom they might be controlled or influenced because of a family relationship."
12. The term "identify" means, with respect to any document(s), to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressee and/or recipient, and substance of the subject matter.
13. "Loss Contingency" shall have the same meaning as set forth in the Statement of Financial Standards No. 5, as that standard has or hereafter may be modified, but which standard currently provides as an existing condition, situation, or set of circumstances involving uncertainty as to possible loss to an enterprise that will ultimately be resolved when one or more future events occur or fail to occur.
14. The term "PFAS" shall mean per- and polyfluoroalkyl substance(s) (i.e., fluorinated aliphatic substances which contain at least one F atom and contain one or more C atoms on which all the H substituents (present in the nonfluorinated analogues from which they are notionally derived) have been replaced by F atoms, in such a manner that they contain the perfluoroalkyl moiety (C<sub>n</sub>F<sub>2n+1</sub>—).
15. "Principal Owners" shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, but which standard currently provides: "Owners of record or known beneficial owners of more than 10 percent of the voting interest of the enterprise."

16. "Related Cases" shall mean all filed cases, where claims associated with the subject matter of the Delaware Litigation have been asserted.
17. "Related Party" or "Related Parties" shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, but which standard currently provides: "Affiliates of the enterprise; entities for which investments in their equity securities would, absent the election of the fair value option under FASB Statement No. 159, The Fair Value Option for Financial Assets for Financial Assets and Financial Liabilities, be required to be accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; principal owners of the enterprise; its management; members of the immediate families of principal owners of the enterprise and its management; and other parties with which the enterprise may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests."
18. "Substantial Business Relationship" shall mean the extent of a business relationship necessary under applicable State law to make a guarantee contract issued incident to that relationship valid and enforceable.



### **Enclosure C: Confidential Business Information**

You may consider some of the information confidential that the U.S. Environmental Protection Agency (EPA or Agency) is requesting. You cannot withhold information or records upon that basis. The Regulations at 40 C.F.R. Part 2, Section 200 *et seq.* require that the EPA affords you the opportunity to substantiate your claim of confidentiality before the Agency makes a final determination on the confidentiality of the information.

You may assert a business confidentiality claim covering part or all of the information requested, in the manner described by 40 C.F.R. § 2.203(b). Information covered by such a claim will be disclosed by the EPA only to the extent and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. (See 41 Federal Register 36902 *et seq.* (September 1, 1976); 43 Federal Register 4000 *et seq.* (December 18, 1985).) If no such claim accompanies the information when the EPA receives it, the information may be made available to the public by the Agency without further notice to you. Please read carefully these cited regulations, together with the standards set forth in Section 104(e)(7) of Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*; because as stated in Section 104(e)(7)(ii), certain categories of information are not properly the subject of a claim of confidential business information.

If you wish the EPA to treat the information or record as “confidential,” you must advise the EPA of that fact by following the procedures described below, including the requirement for supporting your claim of confidentiality. To assert a claim of confidentiality, you must specify which portions of the information or documents you consider confidential. Please identify the information or document that you consider confidential by page, paragraph, and sentence. You must make a separate assertion of confidentiality for each response and each document that you consider confidential. Submit the portion of the response that you consider confidential in a separate, sealed envelope. Mark the envelope “confidential,” and identify the number of the question to which it is the response.

For each assertion of confidentiality, identify:

1. The period of time for which you request that the Agency consider the information confidential, e.g., until a specific date or until the occurrence of a specific event;
2. The measures that you have taken to guard against disclosure of the information to others;
3. The extent to which the information has already been disclosed to others and the precautions that you have taken to ensure that no further disclosure occurs;

4. Whether the EPA or other federal agency has made pertinent determination on the confidentiality of the information or document. If an agency has made such a determination, enclose a copy of that determination;
5. Whether disclosure of the information or document would be likely to result in substantial harmful effects to your competitive position. If you believe such harm would result from any disclosure, explain the nature of the harmful effects, why the harm should be viewed as substantial, and the causal relationship between disclosure and the harmful effect. Include a description of how a competitor would use the information; and
6. Whether you assert that the information is voluntarily submitted as defined by 40 C.F.R. § 2.201(i). If you make this assertion, explain how the disclosure would tend to lessen the ability of the EPA to obtain similar information in the future; and
7. Any other information that you deem relevant to a determination of confidentiality.

Please note that pursuant to 40 C.F.R. § 2.208(e), the burden of substantiating confidentiality rests with you. The EPA will give little or no weight to conclusory allegations. If you believe that facts and documents necessary to substantiate confidentiality are themselves confidential, please identify them as such so that the EPA may maintain their confidentiality pursuant to 40 C.F.R § 2.205(c). If you do not identify this information and documents as "confidential," your comments will be available to the public without further notice to you.



### **Enclosure D: Information Requests**

From Chemours' date of formation to the present, please provide:

1. The following corporate records maintained for Chemours:
  - a. Operating agreements and bylaws, including all amendments;
  - b. Annual reports;
  - c. Names and addresses of officers and directors for all periods since Chemours' formation;
  - d. Names and addresses of all subsidiaries, affiliates, and related parties to Chemours, including percentage ownership interest held;
  - e. Names and addresses of all shareholders with 5 percent or greater share ownership, including their number and class of shares, for all periods since Chemours' formation;
  - f. Meeting minutes, documentation of actions, resolutions, decisions made by, and presentations made to, the Chemours' Board of Directors, informing the formation or financing of Chemours; and
  - g. Meeting minutes, documentation of actions, resolutions, and decisions made by, and presentations made to, the E.I. du Pont de Nemours and Company Board which inform the separation of its Performance Chemicals segment, the formation or financing of Chemours, or the transfer of liabilities and loss contingencies to Chemours.
2. All federal income tax returns filed with the IRS for Chemours, including all schedules and attachments. If Chemours filed a Form 1120S or Form 1065 form, include all Schedule K-1 filed with the IRS.
3. Chemours' complete, audited fiscal year-end financial statements, including audit opinion, balance sheet, income statement, statement of cash flows, accompanying notes, consolidating schedules, and attachments.
4. A complete list of Chemours' facilities and sites subject to RCRA, CERCLA, TSCA, the Clean Water Act, the Safe Drinking Water Act, or the Clean Air Act, including but not limited to programs that EPA directly operates, or programs where EPA has delegated authority to the State or approved a State's program. For each facility or site listed, provide the corresponding:
  - a. Name and address,
  - b. Name and address of principal owner and parent company,
  - c. EPA ID Number(s),
  - d. Cost Estimate(s), and
  - e. Financial Assurance(s).
5. A complete list identifying all loss contingencies associated with Chemours, including but not limited to loss contingencies and all contingencies associated with PFAS. For each corresponding loss contingency:
  - a. Describe the nature of the loss contingency,
  - b. Identify the probable maximum loss value,

- c. Identify the anticipated timing of loss imputed in such value,
  - d. Identify the estimated probability of loss imputed in such value,
  - e. If the loss contingency arises from litigation to which Chemours, its predecessors, or successors are a party, identify the Court in which the litigation is filed, the Case Number, all plaintiffs, and all defendants, and
  - f. Provide all indemnity arrangements, including all supporting detail, exhibits, and attachments.
6. A complete list identifying all indemnity arrangements involving actual or potential Chemours liabilities, including but not limited to arrangements involving PFAS. For each arrangement:
- a. Describe the nature of the arrangement,
  - b. Identify the nature of the indemnity,
  - c. Itemize the expected maximum probable loss associated with the indemnity,
  - d. Identify the parties in receipt of indemnity, and whether the party is an affiliate or related party,
  - e. Identify the parties providing indemnity, and whether the party is an affiliate or related party,
  - f. Identify all consideration received in return for indemnity, and
  - g. To the extent not otherwise provided in response to Question 5, provide copies of all indemnity agreements, including all exhibits, attachments, and schedules.

Include in the information under this section a list of all indemnity arrangements involving Chemours liabilities, as such liabilities are defined under the separation agreement between E.I. du Pont de Nemours and Company, dated June 26, 2015 (“Separation Agreement”), or as may involve one or more of the following parties: E.I. du Pont de Nemours and Company, The Dow Chemical Company, Inc., DowDuPont, Inc., Corteva, Inc., Dow, Inc., and/or DuPont de Nemours, Inc.

- 7. A list of all insurance policies, which may indemnify Chemours with respect to any cost estimate or loss contingency. For each insurance policy, provide a copy of the policy, including but not limited to all exhibits, endorsements, attachments, riders, and exclusions.
- 8. Provide a complete, unredacted copy of the Separation Agreement between E.I. du Pont de Nemours and Company, dated June 26, 2015, with all supporting detail, including but not limited to unredacted copies of all schedules, amendments, attachments, and exhibits to the Separation Agreement.
- 9. All other complete, unredacted copies of all separation agreements to which Chemours is a signatory, or in which Chemours is named, with all supporting detail, including but not limited to unredacted copies of all schedules, amendments, attachments and exhibits to the separation agreement(s).
- 10. All other complete, unredacted copies of documents generated as part of the creation of Chemours.



11. All other complete, unredacted copies of signed agreements between Chemours and E.I. du Pont de Nemours and Company, The Dow Chemical Company, Inc., DowDuPont, Inc., Corteva, Inc., Dow, Inc., and/or DuPont de Nemours, Inc.
12. Complete, unredacted copies of the analyses of "High End Maximum Realistic Exposure" performed by Deloitte Transactions and Business Analytics LLP, as described in the Delaware Litigation, including all attachments and appendices.
13. Complete, unredacted copies of the complete "financial analysis and opinion" performed by Houlihan Lokey, as described in the Delaware Litigation, including all attachments and appendices.
14. A complete list of all fixed or non-cash assets owned by Chemours. For each asset:
  - a. A brief description of the asset,
  - b. The year it was put in service,
  - c. The original cost,
  - d. The accumulated depreciation, and
  - e. The date of disposition or, if still held by Chemours, an estimate of the asset's fair market value. If the asset has been disposed, include the recipient of the asset, whether the recipient is an affiliate or related party, the date of disposition, and the consideration paid for the asset.
15. An itemization of all debt agreements, since formation to present day wherein Chemours is a named party. For each debt agreement:
  - a. Identify the nature of the debt (e.g., line of credit, revolving credit facility, term loan, etc),
  - b. List the date of the agreement,
  - c. Identify the creditor or lender, including whether the creditor or lender is an affiliate or related party,
  - d. Identify the debtor or borrower, including whether the debtor or borrower is an affiliate or related party,
  - e. List the initial principal balance, current principal balance owed, interest terms, and repayment schedule,
  - f. Itemize all collateral covenants,
  - g. Provide complete copies of each debt agreement, including all exhibits, attachments, and schedules, and
  - h. Identify whether the agreement has been modified, restructured, or rescheduled, including all such term sheets, exhibits, attachments, and schedules.
16. An itemization of all compensation, payments, transactions, or distributions, including but not limited to dividends or return to capital, made by or between Chemours to E.I. du Pont de Nemours and Company, The Dow Chemical Company, Inc., DowDuPont, Inc., Corteva, Inc., Dow, Inc., and/or DuPont de Nemours, Inc. For each item:
  - a. List the nature of the transfer,

- b. The amount of the transfer,
  - c. The date of the transfer, and
  - d. The recipient of the transfer, including whether the recipient is an affiliate or related party.
17. All discovery pleadings (such as interrogatories, requests for admission or requests for production of documents, subpoenas, and responses thereto) sent or received by Chemours in the Delaware Litigation.
  18. All documents produced or provided by or to Chemours by or to the Defendants in the Delaware Litigation or produced or provided in any related arbitration or other proceeding.
  19. Identify all other filed cases, where claims associated with the subject matter of the Delaware Litigation have been asserted ("Related Cases").
  20. All discovery pleadings (such as interrogatories, requests for admission or requests for production of documents, subpoenas, and responses thereto) sent or received by Chemours in the Related Cases.
  21. All documents produced or provided by or to Chemours by or to the other parties in the Related Cases relating to the subject matter of the Delaware Litigation.
  22. All documents involving any corporate mergers or restructurings undertaken by the parties to the Separation Agreement, after June 26, 2015, including but not limited to, all documents reflecting the creation or restructuring of E.I. du Pont de Nemours and Company, The Dow Chemical Company, Inc., DowDuPont, Inc., Corteva, Inc., Dow, Inc., and/or DuPont de Nemours, Inc.



**Enclosure E: Certification**

**INFORMATION REQUEST  
The Chemours Company**

The following form of certification must accompany all information submitted by **The Chemours Company** in response to the Information Request.

**CERTIFICATION**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (Response to EPA Information Request) and all documents submitted herewith; that, to the best of my knowledge and belief, the submitted information is true, accurate, and complete; and that all documents submitted herewith are complete and authentic, unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Executed on \_\_\_\_\_, 20\_\_

Signature

\_\_\_\_\_





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The Chemours Company  
VP EHS & Corporation Responsibility  
1007 Market Street  
Attn: Sheryl A. Telford  
Wilmington, DE 19899

PS Form 3800, June 2002 See Reverse for Instructions





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Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

The Chemours Company  
VP EHS & Corporation Responsibility  
1007 Market Street  
Attn: Sheryl A. Telford  
Wilmington, DE 19899

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Chemours Company  
VP EHS & Corporation Responsibility  
1007 Market Street  
Attn: Sheryl A. Telford  
Wilmington, DE 19899

2. Article Number  
(Transfer from service label)

7005 1160 0001 2927 8757

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes





United States  
Environmental Protection Agency  
Washington, DC 20460  
**8271A**  
Official Business  
Penalty for Private Use \$300.00



7005 1J60 0001 2927 8757

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A. Signature **X**  
☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail  
☐ Registered  
☐ Insured Mail

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No  
☒ Return Receipt for Merchandise  
☐ C.O.D.

2. Article Number  
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